

# EXHIBIT B

## In Locum Contract

Woods, Edward

Wed 9/25/2019 6:26 PM

To: Mitty, Roger <Roger.Mitty@steward.org>

Dr. Mitty: I signed the in locum's contract in June 2019 for one reason. You assured me that things would improve. Instead of improving they have gotten worse. The biggest example of which is Dr. Morganstern's personal attack on me for discovering that [REDACTED]

[REDACTED] I have been in a hostile work environment with the CMO since that time. All the details of that meeting are well-known to you. As you stated to Dr. Priest you had all the clinical concerns contained in SMG corporate risk management who you had contact me on 17 June 2019 until Dr. Morganstern "Blew it apart". As you are well aware I informed you of each detail the clinical situation regarding Dr. Conner here as early as 26 November 2018 and again on 7 December 2018. At that point you told me you did not want to terminate her until you had the Duke report as SMG did not want to send her on to other employment as had not been done in the past. This also did not happen.

Dr. Morganstern has not apologized for telling the ICU manager to inform the nurses that they were to contact Dr. Priest immediately if Dr. Woods or Dr. Marone sent a patient out of the hospital or turn them down for surgery at that Dr. Priest would come immediately to SR MC to operate on the patient or have the patient sent to Trumbull Memorial Hospital so that SMG would not lose the referral. Dr. Morganstern denied that he said this to the nurse manager. He asked me if I spoke to the nurse manager before he told me that he had not told her that. I said I had not because I do not want to be in a hostile work environment because of the differential and authority between me and the nursing supervisor. Today on my last day I discussed this with the nursing supervisor with whom I have an excellent relationship. She told me point blank the Dr. Morganstern and the CNO Strange told her exactly that and that she had written it down at their meeting. She said "Dr. Morganstern is now throwing me under the bus".

CEO Hugar has not spoken to me since 7 February 2019 when I went to him another time about patient care. This is in the face of his knowing that every one of my concerns was validated by the Duke University report and by subsequent events of preventable death and complications including [REDACTED]

Dr. Priest asked me to cover from 19 September 2000 19-30 August 2019 so that he could take his vacation. I agreed to do this on the condition that I do these last 4 days under my present contract. I told him I would not work under that locum contract under any circumstances as nothing had changed. I returned on 19 September 2019 to find that Ms. Colin had me off the schedule as of 26 September 2019. She had done this on 4 September 2019 but had not had the courtesy to contact me about this change in schedule. On Friday, 20 September 2019 I discussed this with you. I told you that Dr. Priest and I had discussed this multiple times the last 1 of which was 27 August 2019. He assured me that you would extend this contract. You said you cannot do this it was because it would be too difficult. That is hard to believe as it was not difficult to send me my brief termination letter.

You could have fixed all of the above problems with the CEO and CMO with a single phone call. You chose not to do this. I saw you as recently as yesterday but you have made no effort to fix these problems. I have done everything in my ability to be a good employee and to protect the patient's.

The patients are the priority in healthcare. I depart as of 0700 26 September 2019. I would have very much like to continue to work but I cannot do that as you have not kept your word that there would be changes.

Sincerely

Edward L. Woods, MD

46

**Woods, Edward**

**From:** Woods, Edward  
**Sent:** Tuesday, September 3, 2019 12:04 PM  
**To:** Callum, Michael  
**Cc:** Weinstein, Joseph; Mitty, Roger; Priest, Brian P.; Polanowicz, John; Holtz, Herb  
**Subject:** RE: Termination of In Locum's Contract

Complete list of address is now included.

---

**From:** Woods, Edward  
**Sent:** Tuesday, September 3, 2019 11:28 AM  
**To:** Callum, Michael <Michael.Callum@steward.org>  
**Cc:** Weinstein, Joseph <Joseph.Weinstein@steward.org>; Mitty, Roger <Roger.Mitty@steward.org>; Priest, Brian P. <Brian.Priest@steward.org>  
**Subject:** Termination of In Locum's Contract

I hereby offer my 30-day notice of termination of the Per Diem Agreement of 3 June 2019.

Sincerely

Edward L. Woods, MD